

Notice is hereby given that sealed bids will be received by Lower Alloway's Creek Township for "Wastewater & Lab Analysis" in accordance with specifications and general conditions which may be obtained from the CFO's office at 501 Locust Island Rd, Hancocks Bridge, New Jersey, during the hours of 9:00 a.m. and 4:00 p.m. Specifications are also available on the Township's website, [www.lowerallowayscreek-nj.gov](http://www.lowerallowayscreek-nj.gov), under the Bids tab.

Each proposal shall be submitted in a sealed envelope with the name and address of the bidder clearly identified on the outside of the envelope together with the notation, "BID FOR LAB ANALYSIS". All bids shall be submitted to the Township's CFO by 3:30 p.m. on September 10, 2019, at the Township Municipal Building located at 501 Locust Island Road, P.O. Box 157, Hancock's Bridge, NJ 08038 at which time the bids will be opened and read aloud.

Each bid shall be accompanied by a bid bond or certified check, payable to Lower Alloways Creek Township in the amount of 10% of the amount bid, not to exceed \$20,000.00, as a guarantee that if the contract is awarded to said bidder, he will enter into contract therefore.

The successful bidder shall enter into a written contract with Lower Alloway's Creek Township in Accordance with the Invitation to Bid, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all bids and to waive any informality as the interest of the Township may require. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township's CFO prior to the time set for bid opening.

All bidders must meet equal opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and N.J.S.A. 52:32-44.

By Order of Lower Alloway's Creek Township.

TOWNSHIP OF  
LOWER ALLOWAYS CREEK  
GENERAL INSTRUCTIONS AND CONDITIONS

1. BID SUBMISSION

Bids shall be returned on the bid form enclosed herein. They shall be returned in sealed envelopes addressed to:

PURCHASING AGENT  
LOWER ALLOWAYS CREEK TWP.  
P.O. BOX 157  
HANCOCKS BRIDGE, NJ 08038

The envelope shall be marked in the lower left quadrant:

BID FOR LAB ANALYSIS SERVICES

The Township accepts no liability for bids opened in error due to absence of such notation. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township purchasing agent prior to the time set for bid opening.

2. BID SECURITY (REQUIRED FOR THIS BID: YES ☒ NO ☐)  
When required, a bid bond, cashier's check or certified check, payable to Lower Alloways Creek Township, for the amount of the price bid (not to exceed \$20,000) shall accompany each bid. It shall be subject to forfeit and retention by the Township in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond (if required) within ten (10) days after the Township has tendered the contract.

3. PERFORMANCE BOND (REQUIRED FOR THIS BID: YES ☐ NO ☒) When a performance bond is specified, bidders shall include with their bid a surety company's certificate that it will provide a surety company's certificate that it will provide such a bond if the specified bidder is awarded a contract.

A successful bidder shall, when required, furnish such a performance bond in the amount of contract. Said bond shall be that of an approved company, authorized to transact business in State of New Jersey.

4. PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and

#### 4. PUBLIC DISCLOSURE (CONT'D)

addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

#### 5. RESERVATIONS

Contracts will be awarded to the lowest responsible bidder, but the Township reserves the right to reject any and all bids and to waive any discrepancies therein.

#### 6. EXCEPTIONS TO SPECIFICATIONS

Exceptions, if any, to the bid specifications, shall be in numeric order on that particular page in the "EXCEPTION" column. All exceptions must then be written on a separate sheet in numeric order referencing the page and item number for which the exception is taken.

#### 7. QUANTITY

Unless otherwise specified on the bid form or in the special instructions for individual classes of commodity, the quantities listed are approximate only and the Township does not guarantee to purchase any definite quantities.

#### 8. TIME FOR MAKING AWARDS

The Township shall make contract awards or reject all bids within sixty (60) days after the bid opening.

#### 9. INDEMNIFICATION

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

#### 10. PRICES

Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

11. WITHDRAWAL OF BID

A written request for withdrawal of a bid will be granted if received by the purchasing agent before any bid has been opened.

12. TAXES

The Township is exempt from all Federal and state taxes.

13. AFFIRMATIVE ACTION Bidders are required to comply with the requirements of P.L. 1975, C 127 (NJAC 17:27).

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

14. QUESTIONS

Questions concerning this bid invitation may be directed to the purchasing agent at (856)935-2556, during normal business hours (M-F, 7:00am - 4:00pm).

15. ITEMS BID

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any one item, all prices for that item shall be rejected.

16. RETURN OF BID SECURITY

Said bond or check will be returned to the three lowest bidders upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder.

17. ASSIGNMENT

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek.

18. RETURN OF CONTRACT

Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the Township, in his bid security being forfeited to the Township as liquidated damages and not as a penalty.

19. DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representative's decision is to be final and conclusive.

20. ADDITIONAL CLAIMS

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

21. ORAL INSTRUCTIONS

Neither the Township nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

22. NEW JERSEY LAWS

These specifications, instructions to bidders and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

23. STANDARD CONTRACT

The successful bidder(s) will be required to sign and execute the Township's standard contract.

24. FAX BIDS

Please be advised that fax transmissions of any of the required bid documents will not be acceptable. YOUR BID WILL BE DECLARED NON-RESPONSIVE.

25. BUSINESS REGISTRATION CERTIFICATE

Bidders are required to submit with their bid a copy of their New Jersey Business Registration Certificate. Any vendor who does not currently possess a certificate can obtain information on how to register by visiting the State's website, [www.state.nj/revenue/busregcert.htm](http://www.state.nj/revenue/busregcert.htm). Your bid will be rejected if this document is absent from your proposal.

26. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

All vendors must submit with their bid a completed acknowledgement of receipt of addenda. Your bid will be rejected if this document is absent from your proposal.

27. DELIVERY TIME

Vendor will be responsible for the timely filing of all reports as required by the permits for each site that are a part of this proposal. Vendor will be responsible for any penalties issued as a result of the delayed or late filing of these reports with the proper agency(ies).

28. INSURANCE REQUIREMENTS

Vendor will supply proof of the following coverage with their bid and will keep all policies current for the duration of the contract:

- A) Worker's Compensation - Statutory Limits - Employers' Liability - \$100,000 Limits
- B) General Liability, in a comprehensive form, with a minimum limit of \$500,000
- C) Motor Vehicle Liability, in a comprehensive form, with a minimum limit of \$500,000 including:
  - 1) Owned automobiles
  - 2) Hired automobiles
  - 3) Non-owned automobiles

29. LOCATION

The general location of each plant is as follows:

Sewer plants:

Poplar Street, Hancock's Bridge	Permit#NJ0050423
Main Street, Canton	Permit#NJ0062201

Well house:

New Bridge Rd, Salem	Permit#PWSID1704001
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All prospective vendors are advised to familiarize themselves with the location and access ability of each facility.

Vendors may contact *SPW*, Lewis Fogg, or his designee, at (856)935-5252 for an inspection of each treatment plant by no later than *10/7/19*. The time(s) set by Mr. Fogg shall be final.

30. TERM OF CONTRACT

The contract award shall have a term from 10/1/19 (or thereabout) through 9/30/21. However, in the event that this contract expires with no new contract in place, vendor will be required to maintain current pricing for sixty days to allow for the institution of a new contract.

During the period of this contract, no change is permitted in any of its provisions and conditions unless the contract receives written approval from the Township committee.

LOWER ALLOWAYS CREEK RESERVES THE RIGHT TO CANCEL THIS CONTRACT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO CONTRACTOR.

### SPECIFICATIONS:

1. Parties agree that all statutes of the State of New Jersey relating to public contracts, including but not limited to statutory provisions for affirmative action, rules and regulations promulgated by the State Treasurer.
2. Vendors will be required to submit a copy of their NJ Business Registration Certificate.
3. The Township is exempt from all state and Federal sales tax.
4. All proposals must be returned no later than 3:30 PM, 9/10/19 for consideration. The Township is not responsible for lost or misdirected bids.
5. The Township reserves the right to accept or reject any and all proposals and to waive any informalities as the interest of the Township may require.
6. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

7. It is the intent and purpose of these specifications to describe the type of lab analysis services desired by the Township of Lower Alloways Creek and to list all requirements necessary for entering into contract for providing the specified service as provided herein and as applicable in the proposal page.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of quotes and selection of the most responsible vendor.

If and wherever a brand name appears in these specifications, it is to establish the grade or quality of product desired. The Township does not wish to rule out equivalent brands or products and therefore will accept an equivalent product provided the vendor can furnish sufficient documentation that their product in fact meets or exceeds these specifications.



8. All proposals will submit a schedule of testing to be done as needed and dictated by the operating permits for each site for the duration of the contract. Pricing will include the cost of testing based on the minimum number of required tests for a twelve month period. The unit cost for each test will be charged for any additional testing that is required for the duration of the contract.

9. Pricing will include the pickup of any/all samples on a daily basis or as required by the operating permits. All required reports will be filed with the proper State agencies and a copy submitted to the Township's SPW office at the following address:

Attn: Lewis Fogg, SPW  
LAC Township  
P.O. Box 157  
Hancocks Bridge, NJ 08038

10. Payment for services will be made at the monthly meeting (third Tuesday) of the Township committee upon receipt of a completed voucher with an invoice attached. Completed vouchers must be submitted to the following address:

Attn: Kevin S. Clour  
LAC Township  
P.O. Box 157  
Hancocks Bridge, NJ 08038

A supply of vouchers will be provided the winning bidder that will have the vendor's name & address, the proper purchase order number and other information filled for the convenience of the winning contractor.

## BID PROPOSAL FORM

### LAB ANALYSIS SERVICES - AUGUST 2019

LAB ANALYSIS SERVICES FOR WASTE WATER AND WELL WATER FOR THE  
TOWNSHIP OF LOWER ALLOWAYS CREEK, SALEM COUNTY, NEW JERSEY

The undersigned proposes to furnish and deliver the above goods/services pursuant to the  
bid specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_  
Amount in numbers

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeree: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeree \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeree Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the TOWNSHIP of LOWER ALLOWAYS CREEK, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Firm Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LOWER ALLOWAYS CREEK TOWNSHIP, SALEM COUNTY, NEW JERSEY**

**BID DOCUMENT CHECKLIST\***

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Disclosure of Iran Investments	
<input checked="" type="checkbox"/>	List of Subcontractors	
<input type="checkbox"/>	Equipment Certification	
<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input checked="" type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input checked="" type="checkbox"/>	Bid Document Checklist	

\*This form should be submitted with your bid and is provided as an aid in assuring compliance with all required documentation.